

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

NUTRI-JECT SYSTEMS, INC., Plaintiff, vs. CITY OF SILEX, MISSOURI, Defendant.	Case No: COMPLAINT AND JURY DEMAND
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COMES NOW the Plaintiff, Nutri-Ject Systems, Inc., by and through counsel, and for its cause of action against Defendant, City of Silex, Missouri, states:

INTRODUCTION

1. This action arises from a contract for lagoon cleaning and land application of biosolids in Silex, Missouri.

2. This action involves a claim for breach of contract by Defendant City of Silex, Missouri for failure to pay Plaintiff Nutri-Ject Systems, Inc. a total of \$183,500 under a contract for lagoon cleaning and land application of biosolids by Plaintiff Nutri-Ject Systems, Inc.

JURISDICTION

3. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §1332.

4. Venue is appropriate in this District pursuant to 28 U.S.C. §1391(b)(2) in that Defendant City of Silex, Missouri is a municipality/city/village incorporated by, and located in, the State of Missouri and the work subject of the contract occurred in this District.

PARTIES

5. At all times material hereto, Plaintiff Nutri-Ject Systems, Inc. (hereinafter “Nutri-Ject Systems”) was a corporation incorporated in, and having its principal place of business in, the State of Iowa.

6. At all times material hereto, Defendant City of Silex, Missouri was a municipality incorporated, authorized, and operating under the laws of the State of Missouri.

FACTUAL BACKGROUND

7. On or about August 25, 2016, Mayor Robert Zeh of the City of Silex, Missouri, and Steve Twellman, Public Works Director for the City of Silex, Missouri, accepted a Bid/Quote from Plaintiff Nutri-Ject Systems for lagoon cleaning and land application of biosolids in Silex, Missouri for a total cost of \$183,500. A copy of the Bid/Quote is attached hereto as Exhibit 1.

8. On or about September 13, 2016, the Board of Aldermen for the City of Silex, Missouri unanimously approved the contract by and between Defendant City of Silex, Missouri and Plaintiff Nutri-Ject Systems for lagoon cleaning and land application of biosolids in Silex, Missouri.

9. On or about June 22, 2017, Plaintiff Nutri-Ject Systems submitted Invoice No. 6598 to Defendant City of Silex, Missouri for \$135,000 for work completed on the contract approved and entered into by Defendant City of Silex, Missouri. A copy of Invoice No. 6598 is attached hereto as Exhibit 2.

10. Invoice No. 6598 had a due date of July 17, 2017.

11. Defendant City of Silex, Missouri has failed to pay Invoice No. 6598.

12. On July 7, 2017, Plaintiff Nutri-Ject Systems submitted Invoice No. 6612 to Defendant City of Silex, Missouri for \$48,000 for work completed on the contract approved and entered into by Defendant City of Silex, Missouri with Plaintiff Nutri-Ject Systems. Invoice No. 6612 is attached hereto as Exhibit 3.

13. Invoice No. 6612 had a due date of July 22, 2017.

14. Defendant City of Silex, Missouri has failed to pay the amount owed shown on Invoice No. 6612.

15. The contract between the Defendant City of Silex, Missouri and Plaintiff Nutri-Ject Systems provided that payments were due after thirty (30) days or interest would accrue at 1.5% per month.

16. Plaintiff Nutri-Ject Systems provided notice to Defendant City of Silex, Missouri that it would proceed with court action if payment were not made through a letter dated January 25, 2019. A copy of the notice is attached hereto as Exhibit 4.

BREACH OF CONTRACT

17. Plaintiff Nutri-Ject Systems restates Paragraphs 1-15 as though fully set forth herein.

18. Defendant City of Silex, Missouri entered a contract and said contract was approved by the Board of Aldermen.

19. The contract, that is the subject of this action, was a written contract.

20. That Plaintiff Nutri-Ject Systems fully performed the contract for lagoon cleaning and land application of biosolids in Silex, Missouri.

21. Defendant City of Silex, Missouri has breached the contract by failing to pay Plaintiff Nutri-Ject Systems as required by the contract.

22. Under the terms of the contract, Defendant City of Silex, Missouri owes Plaintiff Nutri-Ject Systems \$183,500 plus interest.

WHEREFORE, Plaintiff requests that judgment be entered in its favor for the full contract amount plus interest as stated in the contract.

Respectfully Submitted,

HALE LAW FIRM

By: 

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Attorneys for Plaintiff

Original Filed.